

08-21-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨ ▼

RE



102651853

J.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

MULTIMEDIA GAMES, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 6/25/03

2. Name and address of receiving party(ies)

Name: COMERICA BANK-CALIFORNIA

Internal

Address: Commercial Loan Services Dept.

Street Address: 9920 S. La Cienega Blvd.

City: Inglewood State: CA Zip: 90304

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Banking Corporation - California

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached list.

B. Trademark Registration No.(s) _____

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael R. McDoniel

Internal Address: _____

Street Address: Locke Liddell & Sapp, LLP

100 Congress Avenue, Suite 300

City: Austin State: TX Zip: 78701

6. Total number of applications and registrations involved: 174/95

7. Total fee (37 CFR 3.41).....\$ 4,365.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

MUELLER 00000046 76505886

Sheri Goodman

Name of Person Signing

Sheri Goodman

Signature

7/18/03

Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

03/08/2004

01 FC:8522

525.00 OP

08/20/2003 ECOMPER 00000205 76505886

01 FC:8521
02 FC:852240.00 OP
4325.00 OPTRADEMARK
REEL: 002805 FRAME: 0832

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application No./(Registration No.)</u>	<u>Filing Date/(Reg. Date)</u>
SHOWTIME THEATER	76/505,886	Apr. 11, 2003
MARIACHI	76/505,885	Apr. 11, 2003
FANCY'S FINE FOOD	76/503,056	Mar. 18, 2003
BREAD BASKET BUFFET	76/503,055	Mar. 18, 2003
HIGHWIRE ACT	76/501,808	Mar. 27, 2003
WINSTAR	76/501,807	Mar. 27, 2003
4 REEL DRIVE	76/501,412	Mar. 28, 2003
CHICK MAGNET	76/499,661	Mar. 24, 2003
CENTER RING	76/491,116	Feb. 19, 2003
RACERS	76/491,115	Feb. 19, 2003
MIDWAY FOOD SHOW	76/490,570	Feb. 19, 2003
NO LIMIT FISHIN'	76/485,930	Jan. 29, 2003
FISHIN' FOR DOLLARS	76/485,929	Jan. 29, 2003
CAST OF THOUSANDS	76/485,800	Jan. 29, 2003
THIRD TIMES THE CHARM	76/477,174	Dec. 20, 2002
FEAST OR FAMINE	76/477,173	Dec. 20, 2002
FULL BLOWN SEX	76/477,172	Dec. 20, 2002
NEEDLE IN A HAYSTACK	76/477,171	Dec. 20, 2002
THE LAST STRAW	76/477,170	Dec. 20, 2002
DON'T COUNT YOUR CHICKENS	76/477,169	Dec. 20, 2002
TASTES LIKE CHICKEN	76/477,168	Dec. 20, 2002
THREE RING CIRCUS	76/477,167	Dec. 20, 2002
HOLY MACKEREL	76/473,842	Dec. 11, 2002
FISH 'N CHIPS	76/473,841	Dec. 11, 2002
FIVE CARD FEVER	76/456,669	Oct. 8, 2002
IT MAKES CENTS	76/452,294	Sep. 23, 2002
ONE RED CENT	76/452,293	Sep. 23, 2002
PENNY WISE	76/452,292	Sep. 23, 2002
MGAME	76/452,291	Sep. 23, 2002
CENT-URY	76/45,2290	Sep. 23, 2002
CENTURY	76/452,289	Sep. 23, 2002
CENT-A-SPEED	76/452,288	Sep. 23, 2002
CENTASPEED	76/452,287	Sep. 23, 2002

4 REELIN'	76/446,048	Aug. 29, 2002
CAMILLION	76/446,047	Aug. 29, 2002
FLAMING FLAMINGO	76/446,046	Aug. 29, 2002
ADRENALIN RUSH	76/446,045	Aug. 29, 2002
BEGINNER'S LUCK	76/446,044	Aug. 29, 2002
BLIND LUCK	76/446,043	Aug. 29, 2002
CANDY SHOP	76/446,042	Aug. 29, 2002
A GIRL'S BEST FRIEND	76/446,041	Aug. 29, 2002
ACES ONLY	76/446,040	Aug. 29, 2002
MR. MONEY	76/446,039	Aug. 29, 2002
SLOT BUSTER	76/445,392	Aug. 30, 2002
SUN DOGS	76/445,391	Aug. 30, 2002
SNAKE 5'S	76/445,390	Aug. 30, 2002
TAKE THE POT	76/445,389	Aug. 30, 2002
FOOD FIGHT	76/445,388	Aug. 30, 2002
ORIENT EXPRESS	76/445,387	Aug. 30, 2002
REEL THRILLS	76/445,386	Aug. 30, 2002
KRAZY FARM	76/445,385	Aug. 30, 2002
KILLER BARS	76/445,384	Aug. 30, 2002
THUNDER REEL	76/445,383	Aug. 30, 2002
HIDDEN CHERRIES	76/445,370	Aug. 30, 2002
HIGH VOLTAGE BONUS	76/445,369	Aug. 30, 2002
HOT LEAD COOL CASH	76/445,368	Aug. 30, 2002
FIRST CLASS	76/445,367	Aug. 30, 2002
CENSITIVITY	76/445,366	Aug. 30, 2002
LIVE IT UP	76/445,365	Aug. 30, 2002
DOCTOR SPIN	76/445,364	Aug. 30, 2002
DIAMOND FIRE	76/445,363	Aug. 30, 2002
DÉJÀ VU AGAIN	76/445,362	Aug. 30, 2002
FRIENDLY LITTLE GAME	76/445,361	Aug. 30, 2002
CHILLS 'N THRILLS	76/445,360	Aug. 30, 2002
COMMON CENTS	76/445,359	Aug. 30, 2002
COW CHIP BINGO	76/434,233	Jul. 25, 2002
KRAZY BINGO	76/426,557	Jul. 1, 2002
MIDNIGHT 7'S BINGO	76/423,033	Jun. 17, 2002
WACKO BINGO	76/423,032	Jun. 17, 2002
REEL TIME BINGO	76/423,031	Jun. 17, 2002

SPANISH 8'S BINGO	76/423,030	Jun. 17, 2002
LUCKY SPIN BINGO	76/423,029	Jun. 17, 2002
FISH MARKET	76/422,280	Jun. 17, 2002
KAPTAIN KENO	76/422,279	Jun. 17, 2002
COUNTDOWN BINGO	76/406,247	May 9, 2002
TWO STEP BINGO	76/406,246	May 9, 2002
LOUISIANA LAGNIAPPE BINGO	76/386,177	Mar. 22, 2002
LA LOTERIA	76/386,176	Mar. 22, 2002
MEGAMILLIONS	76/386,175	Mar. 22, 2002
MAGIC 7 BINGO	76/385,179	Mar. 21, 2002
THUNDERHEAD KENO	76/359,456	Jan. 17, 2002
PADDY'S LUCK	76/359,455	Jan. 17, 2002
GOLD COAST KENO	76/328,404	Oct. 23, 2001
NEVADA KENO	76/328,403	Oct. 23, 2001
KONA KENO	76/328,402	Oct. 23, 2001
JACKPOT KENO	76/328,401	Oct. 23, 2001
ROCK-A-DOODLE	76/328,400	Oct. 23, 2001
7'S ALIVE	76/294,123	Aug. 3, 2001
CHINA SEAS	76/294,122	Aug. 3, 2001
DIRT TRACK	76/294,121	Aug. 3, 2001
GOOD MOJO	76/294,120	Aug. 3, 2001
WACKO GECKO	76/294,119	Aug. 3, 2001
CRAZY CARNIVAL	76/294,118	Aug. 3, 2001
RUBY RIVER	76/294,117	Aug. 3, 2001
BAD MONKEY	76/294,116	Aug. 3, 2001
SOFT 8'S	76/294,115	Aug. 3, 2001
MIDNIGHT 7'S	76/294,114	Aug. 3, 2001
GOIN' APE	76/294,113	Aug. 3, 2001
GLORY 7'S	76/294,112	Aug. 3, 2001
LIVING PROOF	76/294,111	Aug. 3, 2001
FRUIT JUICE	76/294,110	Aug. 3, 2001
WHITE HOT KENO	76/294,109	Aug. 3, 2001
RAINBOW 7'S	76/294,108	Aug. 3, 2001
PLAYERS PASSPORT	76/294,107	Aug. 3, 2001
E-PULL	76/294,106	Aug. 3, 2001
DREAM DATE	76/294,105	Aug. 3, 2001
SPANISH 8'S	76/294,104	Aug. 3, 2001

VELVET 8'S	76/294,103	Aug. 3, 2001
5 FEVER	76/293,915	Aug. 3, 2001
MOON STRUCK	76/273,861 (2684569 Reg.)	Jun. 20, 2001 (2/4/03)
BUNCH O'LUCK	76/273,860 (2684568 Reg.)	Jun. 20, 2001 (2/4/03)
FRUIT STAND	76/273,859	Jun. 20, 2001
CHERRY POP	76/273,858 (2684567 Reg.)	Jun. 20, 2001 (2/4/03)
WHO'S YOUR FROGGY	76/273,857	Jun. 20, 2001
STAR STRUCK	76/273,856	Jun. 20, 2001
PATTY'S LUCK	76/273,855	Jun. 20, 2001
BACK STRETCH	76/273,854	Jun. 20, 2001
CHERRY MANIAC	76/273,853	Jun. 20, 2001
SILLY WABBIT (and Design)	76/273,852	Jun. 20, 2001
JUNGLE JUICE	76/273,851 (2698540 Reg.)	Jun. 20, 2001 (3/18/03)
CRAZY BLUE STREAK	76/252,019	May 7, 2001
GOLDEN SHOES	76/219,518	May 5, 2001
MEGANANZA	76/191,752 (2678829 Reg.)	Jan. 9, 2001 (1/21/03)
MEGAMILLIONS BINGO	76/156,425	Nov. 1, 2000
MAXIMUM LOCKDOWN	76/154,680	Oct. 30, 2000
BURGLAR BINGO	76/148,616	Oct. 18, 2000
TURKEY SHOOT	76/116,999	Aug. 28, 2000
OUTLAW SHOOTOUT	76/116,998	Aug. 28, 2000
WILD SPINNER	76/111,152	Aug. 11, 2000
VORTEX	76/084,576 (2602216 Reg.)	Jul. 7, 2000 (7/30/02)
MEGAWHEELS	76/066,545 (2459764 Reg.)	Jun. 9, 2000 (6/12/01)
PICKMAGIC	76/031,670	Apr. 21, 2000
DRAGONS WILD	76/031,307 (2605506 Reg.)	Apr. 21, 2000 (8/6/02)
DIAMOND CROWN JEWELS	76/020,692 (2521216 Reg.)	Apr. 10, 2000 (12/18/01)
MEGACASH	76/000,199 (2521190 Reg.)	Mar. 14, 2002 (12/18/01)
MEGAPICK	75/928,080 (2480910 Reg.)	Feb. 24, 2000 (8/21/01)
MEGAFOOTBALL BINGO	75/875,698 (2518467 Reg.)	Dec. 16, 1999 (12/11/01)
PLAYMAKER	75/875,696	Dec. 20, 1999
PLAYER S CHOICE	75/874,770	Dec. 16, 1999
FLASH 21 BINGO	75/874,752 (2478615 Reg.)	Dec. 16, 1999 (8/14/01)
GAME CENTRAL STATION	75/874,751	Dec. 16, 1999
PC GAMES	75/874,750	Dec. 16, 1999
MULTIMEDIA GAMES (and Design)	75/771,821 (2397566 Reg.)	Aug. 9, 1999 (10/24/00)
FRUIT COCKTAIL DELUXE	75/771,820 (2448404 Reg.)	Aug. 9, 1999 (5/1/01)

KENO MAGIC	75/771,819 (2452035 Reg.)	Aug. 9, 1999 (5/15/01)
KENO GOLD	75/771,818	Aug. 9, 1999
MEGA 21 BLACKJACK	75/771,817	Aug. 9, 1999
SPINNING CHERRIES ROYALE	75/771,816 (2452034 Reg.)	Aug. 9, 1999 (5/15/01)
DIAMOND CHERRY BELL MAGIC	75/771,815 (2454019 Reg.)	Aug. 9, 1999 (5/22/01)
TIGER 7'S	75/771,814	Aug. 9, 1999
IRISH DERBY	75/771,813	Aug. 9, 1999
MIXED FRUIT MAGIC	75/771,812	Aug. 9, 1999
RED HOT POKER	75/771,811	Aug. 9, 1999
VEGAS 21 LUCK	75/771,810	Aug. 9, 1999
GO FISH	75/771,809	Aug. 9, 1999
SPIN AND SHOOT	75/771,808 (2454018 Reg.)	Aug. 9, 1999 (5/22/01)
HIGH NOON POKER	75/771,807 (2452033 Reg.)	Aug. 9, 1999 (5/15/01)
KENO MADNESS	75/771,806 (2452032 Reg.)	Aug. 9, 1999 (5/15/01)
RED HOT DIAMONDS	75/771,805	Aug. 9, 1999
FRUIT COCKTAIL	75/771,804 (2450074 Reg.)	Aug. 9, 1999 (5/8/01)
FREEDOM 7S	75/771,803 (2450073 Reg.)	Aug. 9, 1999 (5/8/01)
DRAGON'S LUCK	75/771,802	Feb. 5, 2001
INFOWAY	75/771,801	Aug. 9, 1999
MELTDOWN	75/771,800 (2493330 Reg.)	Aug. 9, 1999 (9/25/01)
HOT HAND PAI GOW POKER	75/771,699	Aug. 9, 1999
BIG CASH BINGO	75/701,895 (2368277 Reg.)	May 10, 1999 (7/18/00)
BROWSER BINGO	75/701,894	May 10, 1999
CROWN JEWELS	75/676,764	Apr. 7, 1999
EVER GREEN	75/676,386 (2379009 Reg.)	Apr. 7, 1999 (8/22/00)
BARGAIN BINGO	75/658,042	Mar. 10, 1999
PRIZE BINGO	75/658,035	Mar. 10, 1999
MEGABINGO SESSIONS	75/594,152 (2713728 Reg.)	Nov. 18, 1998 (5/6/03)
PEOPLE'S CHOICE BINGO	75/594,151 (2404742 Reg.)	Nov. 18, 1998 (11/14/00)
POWER MEGABINGO	75/584,291	Nov. 6, 1998
MYSTIC MANIA	75/582,526	Nov. 5, 1998
CORNERCASH	75/543,524 (2290146 Reg.)	Aug. 26, 1998 (11/02/99)
BINGO EXPRESS	75/543,523 (2358583 Reg.)	Aug. 26, 1998 (6/13/00)
BIG HIT BINGO	75/529,343 (2373734 Reg.)	Aug. 3, 1998 (8/1/00)
YOUR NUMBERS UP!	75/518,870	Jul. 14, 1998
MULTIMEDIA GAMES	75/508,084	Jun. 24, 1998
MEGARACINIG	75/469,630	Apr. 17, 1998

FLASHCASH BASIC BINGO	75/468,932 (2271881 Reg.)	Apr. 16, 1998 (8/24/99)
MEGAMANIA	75/436,373 (2213073 Reg.)	Feb. 18, 1998 (12/22/98)
MEGABINGO	75/433,437 (2238746 Reg.)	Feb. 12, 1998 (4/13/99)
MEGACASH	75/433,436 (2238745 Reg.)	Feb. 12, 1998 (4/13/99)
MEGABINGO	75/393,332 (2247368 Reg.)	Nov. 20, 1997 (5/25/99)
MEGACASH	75/393,331 (2247367 Reg.)	Nov. 20, 1997 (5/25/99)
AGN AMERICAN GAMING NETWORK (and Design)	75/144,866	Aug. 5, 1996
MEGAMANIA	75/144,865 (2159552 Reg.)	Aug. 5, 1996 (5/19/98)
MEGAPROXY	75/016,257	Nov. 3, 1995
BETNET	75/001,977 (2594459 Reg.)	Oct. 5, 1995 (7/16/02)
THE AMERICAN GAMING NETWORK	74/684,258	Jun. 5, 1995
MEGARACING	74/209,790 (1712193 Reg.)	Oct. 7, 1991 (9/1/92)
MEGACASH	74/051,409 (1637168 Reg.)	Apr. 23, 1990 (3/5/91)
MEGABINGO	73/827,407 (1631118 Reg.)	Sep. 25, 1989 (1/8/91)

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of June 25, 2003, by and between MULTIMEDIA GAMES, INC., a Texas corporation ("Grantor"), and COMERICA BANK-CALIFORNIA ("Secured Party").

RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to MGAM Systems, Inc., and MegaBingo, Inc. (collectively, "Borrower") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Borrower and Secured Party, dated of even date herewith (the "Loan Agreement"); all capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement).

B. Grantor has agreed to guarantee Borrower's obligations under the Loan Documents in accordance with the terms of that certain Unconditional Guaranty (the "Guaranty") dated of even date herewith.

C. Secured Party is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Secured Party, and all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party under the Guaranty, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to Secured Party Within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such-intellectual property rights.

(i) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the

request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(j) Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing.

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(l) All information heretofore, herein or hereafter supplied to Secured party by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of Secured party in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Inspection Rights. Grantor hereby grants to Secured party and its employees, representations and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested

5. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all (Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks

acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Loan Documents; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provision. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California. GRANTOR AND SECURED PARTY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE LOAN DOCUMENTS, THIS AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

14. Use and Pledge of Pledged Collateral. Unless an Event of Default shall have occurred and be continuing, Grantor may continue to use, and Secured Party shall from time to time execute and deliver, upon

written request of Grantor and at such Grantor's sole cost and expense, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the reasonable judgment of Grantor to enable Grantor to continue to exploit, license, use, enjoy and protect the Collateral pledged by it pursuant to this Agreement throughout the world. Grantor and Secured Party acknowledge that this Agreement is intended to grant to Secured Party a security interest in and Lien upon the Collateral and shall not constitute or create a present assignment of the Collateral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

206 Wild Basin Road
Building B, 4th Floor
Austin, Texas 78746

Attn: Mr. Craig Nouis

MULTIMEDIA GAMES, INC., a Texas corporation

By: 

Title: CEO

SECURED PARTY:

COMERICA BANK-CALIFORNIA

Address of Secured Party:

Comerica Bank-California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

Attn: Loan Documentation

By: 

Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/Application No.</u>	<u>Application/Filing Date</u>
Prize bingo: a new business opportunity.	TXu755197	Feb. 4, 1999
TV lottery wired.	TXu853676	May 4, 1998
MMPos.cpp.	TXu681215	Jul. 23, 1996
Mega Mania: improved DOS version.	TXu681214	Jul. 23, 1996
Maniass.cpp.	TXu681213	Jul. 23, 1996
RMMHostCommSS.cpp.	TXu681212	Jul. 23, 1996
NBCR.cpp.	TXu681211	Jul. 23, 1996
menus.cpp.	TXu681210	Jul. 23, 1996
MMControl.cpp.	TXu681209	Jul. 23, 1996
Remote bingo host: NBCR.exe	TXu779203	Jul. 23, 1996
MegaMania: MB2000 remote bingo host functional specification: version 1.4	TXu775483	Dec. 24, 1996
Mega mania: player station program	TXu764335	Jul. 23, 1996

EXHIBIT B**Patents**

<u>Description</u>	<u>Publication No. (Application No.)</u>	<u>Pub. Date (Filing Date)</u>
Method for assigning prizes in bingo-type games	US 6569017 (US 2001836993)	5/27/03 (4/18/01)
Security system for bingo-type games	US 6524185 (US 2001870578)	2/25/03 (5/30/01)
Multi-level lottery-type gaming system with player-selected second level game	US 6524184 (US 2000479975)	2/25/03 (1/10/00)
M/System for facilitating game play in an electronic lottery game network	US 6358151 (US 2000503651)	3/19/02 (2/14/00)
M/Gaming system for remote players (continuation)	US 6306038 (US 98182740) US 5830067 (US 86721883)	10/23/01 (10/29/98) 11/03/98 (9/27/96)
M/Multi-level lottery-type gaming method and apparatus	US 6220961 (US 99296909)	4/24/01 (4/22/99)
M/Automated ball drawing apparatus and method	US 6120024 (US 99272135)	9/19/00 (3/19/99)
M/Proxy player machine (provisional)	US 5830067 (US 96721883) (US 60-4596)	11/03/98 (9/27/96) (9/27/95)

EXHIBIT C

Trademarks

<u>Description</u>	<u>Application No./(Registration No.)</u>	<u>Filing Date/(Reg. Date)</u>
SHOWTIME THEATER	76-505886	Apr. 11, 2003
MARIACHI	76-505885	Apr. 11, 2003
FANCY'S FINE FOOD	76-503056	Mar. 18, 2003
BREAD BASKET BUFFET	76-503055	Mar. 18, 2003
HIGHWIRE ACT	76-501808	Mar. 27, 2003
WINSTAR	76-501807	Mar. 27, 2003
4 REEL DRIVE	76-501412	Mar. 28, 2003
CHICK MAGNET	76-499661	Mar. 24, 2003
CENTER RING	76-491116	Feb. 19, 2003
RACERS	76-491115	Feb. 19, 2003
MIDWAY FOOD SHOW	76-490570	Feb. 19, 2003
NO LIMIT FISHIN'	76-485930	Jan. 29, 2003
FISHIN' FOR DOLLARS	76-485929	Jan. 29, 2003
CAST OF THOUSANDS	76-485800	Jan. 29, 2003
THIRD TIMES THE CHARM	76-477174	Dec. 20, 2002
FEAST OR FAMINE	76-477173	Dec. 20, 2002
FULL BLOWN SEX	76-477172	Dec. 20, 2002
NEEDLE IN A HAYSTACK	76-477171	Dec. 20, 2002
THE LAST STRAW	76-477170	Dec. 20, 2002
DON'T COUNT YOUR CHICKENS	76-477169	Dec. 20, 2002
TASTES LIKE CHICKEN	76-477168	Dec. 20, 2002
THREE RING CIRCUS	76-477167	Dec. 20, 2002
HOLY MACKEREL	76-473842	Dec. 11, 2002
FISH 'N CHIPS	76-473841	Dec. 11, 2002
FIVE CARD FEVER	76-456669	Oct. 8, 2002
IT MAKES CENTS	76-452294	Sep. 23, 2002
ONE RED CENT	76-452293	Sep. 23, 2002
PENNY WISE	76-452292	Sep. 23, 2002
MGAME	76-452291	Sep. 23, 2002
CENT-URY	76-452290	Sep. 23, 2002
CENTURY	76-452289	Sep. 23, 2002
CENT-A-SPEED	76-452288	Sep. 23, 2002
CENTASPEED	76-452287	Sep. 23, 2002

4 REELIN'	76-446048	Aug. 29, 2002
CAMILLION	76-446047	Aug. 29, 2002
FLAMING FLAMINGO	76-446046	Aug. 29, 2002
ADRENALIN RUSH	76-446045	Aug. 29, 2002
BEGINNER'S LUCK	76-446044	Aug. 29, 2002
BLIND LUCK	76-446043	Aug. 29, 2002
CANDY SHOP	76-446042	Aug. 29, 2002
A GIRL'S BEST FRIEND	76-446041	Aug. 29, 2002
ACES ONLY	76-446040	Aug. 29, 2002
MR. MONEY	76-446039	Aug. 29, 2002
SLOT BUSTER	76-445392	Aug. 30, 2002
SUN DOGS	76-445391	Aug. 30, 2002
SNAKE 5'S	76-445390	Aug. 30, 2002
TAKE THE POT	76-445389	Aug. 30, 2002
FOOD FIGHT	76-445388	Aug. 30, 2002
ORIENT EXPRESS	76-445387	Aug. 30, 2002
REEL THRILLS	76-445386	Aug. 30, 2002
KRAZY FARM	76-445385	Aug. 30, 2002
KILLER BARS	76-445384	Aug. 30, 2002
THUNDER REEL	76-445383	Aug. 30, 2002
HIDDEN CHERRIES	76-445370	Aug. 30, 2002
HIGH VOLTAGE BONUS	76-445369	Aug. 30, 2002
HOT LEAD COOL CASH	76-445368	Aug. 30, 2002
FIRST CLASS	76-445367	Aug. 30, 2002
CENSITIVITY	76-445366	Aug. 30, 2002
LIVE IT UP	76-445365	Aug. 30, 2002
DOCTOR SPIN	76-445364	Aug. 30, 2002
DIAMOND FIRE	76-445363	Aug. 30, 2002
DÉJÀ VU AGAIN	76-445362	Aug. 30, 2002
FRIENDLY LITTLE GAME	76-445361	Aug. 30, 2002
CHILLS 'N THRILLS	76-445360	Aug. 30, 2002
COMMON CENTS	76-445359	Aug. 30, 2002
COW CHIP BINGO	76-434233	Jul. 25, 2002
KRAZY BINGO	76-426557	Jul. 1, 2002
MIDNIGHT 7'S BINGO	76-423033	Jun. 17, 2002
WACKO BINGO	76-423032	Jun. 17, 2002
REEL TIME BINGO	76-423031	Jun. 17, 2002

SPANISH 8'S BINGO	76-423030	Jun. 17, 2002
LUCKY SPIN BINGO	76-423029	Jun. 17, 2002
FISH MARKET	76-422280	Jun. 17, 2002
KAPTAIN KENO	76-422279	Jun. 17, 2002
COUNTDOWN BINGO	76-406247	May 9, 2002
TWO STEP BINGO	76-406246	May 9, 2002
LOUISIANA LAGNIAPPE BINGO	76-386177	Mar. 22, 2002
LA LOTERIA	76-386176	Mar. 22, 2002
MEGAMILLIONS	76-386175	Mar. 22, 2002
MAGIC 7 BINGO	76-385179	Mar. 21, 2002
THUNDERHEAD KENO	76-359456	Jan. 17, 2002
PADDY'S LUCK	76-359455	Jan. 17, 2002
GOLD COAST KENO	76-328404	Oct. 23, 2001
NEVADA KENO	76-328403	Oct. 23, 2001
KONA KENO	76-328402	Oct. 23, 2001
JACKPOT KENO	76-328401	Oct. 23, 2001
ROCK-A-DOODLE	76-328400	Oct. 23, 2001
7'S ALIVE	76-294123	Aug. 3, 2001
CHINA SEAS	76-294122	Aug. 3, 2001
DIRT TRACK	76-294121	Aug. 3, 2001
GOOD MOJO	76-294120	Aug. 3, 2001
WACKO GECKO	76-294119	Aug. 3, 2001
CRAZY CARNIVAL	76-294118	Aug. 3, 2001
RUBY RIVER	76-294117	Aug. 3, 2001
BAD MONKEY	76-294116	Aug. 3, 2001
SOFT 8'S	76-294115	Aug. 3, 2001
MIDNIGHT 7'S	76-294114	Aug. 3, 2001
GOIN' APE	76-294113	Aug. 3, 2001
GLORY 7'S	76-294112	Aug. 3, 2001
LIVING PROOF	76-294111	Aug. 3, 2001
FRUIT JUICE	76-294110	Aug. 3, 2001
WHITE HOT KENO	76-294109	Aug. 3, 2001
RAINBOW 7'S	76-294108	Aug. 3, 2001
PLAYERS PASSPORT	76-294107	Aug. 3, 2001
E-PULL	76-294106	Aug. 3, 2001
DREAM DATE	76-294105	Aug. 3, 2001
SPANISH 8'S	76-294104	Aug. 3, 2001

VELVET 8'S	76-294103	Aug. 3, 2001
5 FEVER	76-293915	Aug. 3, 2001
MOON STRUCK	76-273861 (2684569 Reg.)	Jun. 20, 2001 (2/4/03)
BUNCH O'LUCK	76-273860 (2684568 Reg.)	Jun. 20, 2001 (2/4/03)
FRUIT STAND	76-273859	Jun. 20, 2001
CHERRY POP	76-273858 (2684567 Reg.)	Jun. 20, 2001 (2/4/03)
WHO'S YOUR FROGGY	76-273857	Jun. 20, 2001
STAR STRUCK	76-273856	Jun. 20, 2001
PATTY'S LUCK	76-273855	Jun. 20, 2001
BACK STRETCH	76-273854	Jun. 20, 2001
CHERRY MANIAC	76-273853	Jun. 20, 2001
SILLY WABBIT (and Design)	76-273852	Jun. 20, 2001
JUNGLE JUICE	76-273851 (2698540 Reg.)	Jun. 20, 2001 (3/18/03)
CRAZY BLUE STREAK	76-252019	May 7, 2001
GOLDEN SHOES	76-219518	May 5, 2001
MEGANANZA	76-191752 (2678829 Reg.)	Jan. 9, 2001 (1/21/03)
MEGAMILLIONS BINGO	76-156425	Nov. 1, 2000
MAXIMUM LOCKDOWN	76-154680	Oct. 30, 2000
BURGLAR BINGO	76-148616	Oct. 18, 2000
TURKEY SHOOT	76-116999	Aug. 28, 2000
OUTLAW SHOOTOUT	76-116998	Aug. 28, 2000
WILD SPINNER	76-111152	Aug. 11, 2000
VORTEX	76-084576 (2602216 Reg.)	Jul. 7, 2000 (7/30/02)
MEGAWHEELS	76-066545 (2459764 Reg.)	Jun. 9, 2000 (6/12/01)
PICKMAGIC	76-031670	Apr. 21, 2000
DRAGONS WILD	76-031307 (2605506 Reg.)	Apr. 21, 2000 (8/6/02)
DIAMOND CROWN JEWELS	76-020692 (2521216 Reg.)	Apr. 10, 2000 (12/18/01)
MEGACASH	76-000199 (2521190 Reg.)	Mar. 14, 2002 (12/18/01)
MEGAPICK	75-928080 (2480910 Reg.)	Feb. 24, 2000 (8/21/01)
MEGAFOOTBALL BINGO	75-875698 (2518467 Reg.)	Dec. 16, 1999 (12/11/01)
PLAYMAKER	75-875696	Dec. 20, 1999
PLAYER S CHOICE	75-874770	Dec. 16, 1999
FLASH 21 BINGO	75-874752 (2478615 Reg.)	Dec. 16, 1999 (8/14/01)
GAME CENTRAL STATION	75-874751	Dec. 16, 1999
PC GAMES	75-874750	Dec. 16, 1999
MULTIMEDIA GAMES (and Design)	75-771821 (2397566 Reg.)	Aug. 9, 1999 (10/24/00)
FRUIT COCKTAIL DELUXE	75-771820 (2448404 Reg.)	Aug. 9, 1999 (5/1/01)

KENO MAGIC	75-771819 (2452035 Reg.)	Aug. 9, 1999 (5/15/01)
KENO GOLD	75-771818	Aug. 9, 1999
MEGA 21 BLACKJACK	75-771817	Aug. 9, 1999
SPINNING CHERRIES ROYALE	75-771816 (2452034 Reg.)	Aug. 9, 1999 (5/15/01)
DIAMOND CHERRY BELL MAGIC	75-771815 (2454019 Reg.)	Aug. 9, 1999 (5/22/01)
TIGER 7'S	75-771814	Aug. 9, 1999
IRISH DERBY	75-771813	Aug. 9, 1999
MIXED FRUIT MAGIC	75-771812	Aug. 9, 1999
RED HOT POKER	75-771811	Aug. 9, 1999
VEGAS 21 LUCK	75-771810	Aug. 9, 1999
GO FISH	75-771809	Aug. 9, 1999
SPIN AND SHOOT	75-771808 (2454018 Reg.)	Aug. 9, 1999 (5/22/01)
HIGH NOON POKER	75-771807 (2452033 Reg.)	Aug. 9, 1999 (5/15/01)
KENO MADNESS	75-771806 (2452032 Reg.)	Aug. 9, 1999 (5/15/01)
RED HOT DIAMONDS	75-771805	Aug. 9, 1999
FRUIT COCKTAIL	75-771804 (2450074 Reg.)	Aug. 9, 1999 (5/8/01)
FREEDOM 7S	75-771803 (2450073 Reg.)	Aug. 9, 1999 (5/8/01)
DRAGON'S LUCK	75-771802	Feb. 5, 2001
INFOWAY	75-771801	Aug. 9, 1999
MELTDOWN	75-771800 (2493330 Reg.)	Aug. 9, 1999 (9/25/01)
HOT HAND PAI GOW POKER	75-771699	Aug. 9, 1999
BIG CASH BINGO	75-701895 (2368277 Reg.)	May 10, 1999 (7/18/00)
BROWSER BINGO	75-701894	May 10, 1999
CROWN JEWELS	75-676764	Apr. 7, 1999
EVER GREEN	75-676386 (2379009 Reg.)	Apr. 7, 1999 (8/22/00)
BARGAIN BINGO	75-658042	Mar. 10, 1999
PRIZE BINGO	75-658035	Mar. 10, 1999
MEGABINGO SESSIONS	75-594152 (2713728 Reg.)	Nov. 18, 1998 (5/6/03)
PEOPLE'S CHOICE BINGO	75-594151 (2404742 Reg.)	Nov. 18, 1998 (11/14/00)
POWER MEGABINGO	75-584291	Nov. 6, 1998
MYSTIC MANIA	75-582526	Nov. 5, 1998
CORNERCASH	75-543524 (2290146 Reg.)	Aug. 26, 1998 (11/02/99)
BINGO EXPRESS	75-543523 (2358583 Reg.)	Aug. 26, 1998 (6/13/00)
BIG HIT BINGO	75-529343 (2373734 Reg.)	Aug. 3, 1998 (8/1/00)
YOUR NUMBERS UP!	75-518870	Jul. 14, 1998
MULTIMEDIA GAMES	75-508084	Jun. 24, 1998
MEGARACINIG	75-469630	Apr. 17, 1998

FLASHCASH BASIC BINGO	75-468932 (2271881 Reg.)	Apr. 16, 1998 (8/24/99)
MEGAMANIA	75-436373 (2213073 Reg.)	Feb. 18, 1998 (12/22/98)
MEGABINGO	75-433437 (2238746 Reg.)	Feb. 12, 1998 (4/13/99)
MEGACASH	75-433436 (2238745 Reg.)	Feb. 12, 1998 (4/13/99)
MEGABINGO	75-393332 (2247368 Reg.)	Nov. 20, 1997 (5/25/99)
MEGACASH	75-393331 (2247367 Reg.)	Nov. 20, 1997 (5/25/99)
AGN AMERICAN GAMING NETWORK (and Design)	75-144866	Aug. 5, 1996
MEGAMANIA	75-144865 (2159552 Reg.)	Aug. 5, 1996 (5/19/98)
MEGAPROXY	75-016257	Nov. 3, 1995
BETNET	75-001977 (2594459 Reg.)	Oct. 5, 1995 (7/16/02)
THE AMERICAN GAMING NETWORK	74-684258	Jun. 5, 1995
MEGARACING	74-209790 (1712193 Reg.)	Oct. 7, 1991 (9/1/92)
MEGACASH	74-051409 (1637168 Reg.)	Apr. 23, 1990 (3/5/91)
MEGABINGO	73-827407 (1631118 Reg.)	Sep. 25, 1989 (1/8/91)